BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW3

(WORKS COSTING LESS THAN Rs. 100 LAKHS)

Name of Work: Construction of drains and providing grills at BB road in Kempegowda ward No.01

Estimate Cost: 70.00 Lakhs

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BRUHAT BENGALURU MAHANAGARA PALIKE

No: BBMP/EE/YNK.D/E-PMT/05/2021-22

Office of the Executive Engineer
Yelahanka division, Bangalore – 560064.
Dated : **11-08-2021**

INVITATION FOR TENDER (IFT)

(Short term- Tender Notification)

(Through **GOK e–Procurement Portal** only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract **as per standard tender document KW-01, KW-2, KW-3 and KW-4**
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be submitted EMD Declaration Copy (As per Government order No:FD/675/expe-12/2020 Bangalore Dated 22-12-2020)
3. S Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **01-09-2021** and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.

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Yelahanka, Division

Sl. No.	Name of the Work	Est. Cost in Lakhs	Category	Cost of Tender form in Rs. (Non-Refundable)	Period of Completion
1.	Construction of RO plants in ward No 04 of Yelahanka Satellite Town sub division.	50.00	Others	As per e-Procurement Portal	03 Months
2.	Additional works to Doddabettahalli Govt School in Attur ward No 03	50.00	Others	As per e-Procurement Portal	04 Months
3.	Construction of drains and providing grills at BB road in Kempegowda ward No.01	70.00	-	As per e-Procurement Portal	03 Months
4.	Additional and alteration of Govt School at Attur village in Attur Ward No 03	75.00	-	As per e-Procurement Portal	04 Months
5.	Upgradation of Energy efficient Illumination and ornamental poles in Ward No 01 & 03 Parks in Yelahanka Assembly Constituency	150.00	-	As per e-Procurement Portal	03 Months
6.	Upgradation of Energy efficient Illumination and ornamental poles in Ward No 02 & 04 Parks in Yelahanka Assembly Constituency	150.00	-	As per e-Procurement Portal	03 Months
7.	Extension and Additional Works to Parking Lot at 16th A Main and 16th B Cross Roads in ward No 04	200.00	-	As per e-Procurement Portal	06 Months
	2nd Call				
8	Construction of Convention Hall infront of Rangamandira at Attur Layout in Ward No 03	50.00	SC	As per e-Procurement Portal	06 Months
9	Construction of Urdu School at Chikkabettahalli in Attur Ward No.03	50.00	SC	As per e-Procurement Portal	04 Months
10	Improvements to Roads and Drains at Ambabhavani Layout (Part-2) in Ward No.03	60.00	-	As per e-Procurement Portal	03 Months
11	Providing Street Name Boards in ward No 04 of Yelahanka Satellite Town Sub Division.	50.00	SC	As per e-Procurement Portal	03 Months
	3rd Call				
12	Providing Energy efficient LED Street lights control Switches and Wires around ward no:04	25.00	Others	As per e-Procurement Portal	03 Months
13	Providing Energy efficient and LED Street lights and Wires around Kempe Gowda ward no:01	25.00	Others	As per e-Procurement Portal	03 Months

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Note: Eligibility & Class of Contractors:

1) Class IV	-	Upto Rs 01.00 Lakh
2) Class III	-	Upto Rs 10.00 Lakhs
3) Class II -		Upto Rs 25.00 Lakhs
4) Class I B	-	Upto Rs 100.00 Lakhs
5) Class I	-	Any amount

Calendar of events:

- Pre bid meeting will be held on **18-08-2021** at 15.00 hours in the office of the Executive Engineer (Yelahanka Division) to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
- Date of Opening of Technical Bids and Financial Proposals is **02-09-2021 after 16:00 hours**

ESSENTIAL CONDITIONS:

1. The Tender Notification along with Blank Tender Form will be accessible in the website of GOK e- Procurement Platform (**http://eproc.karnataka.gov.in) website.**
2. The interested contractors / suppliers may download the tender documents. The contractors may choose or otherwise attending the pre-bid meeting indicated in the Invitation for Tender.
3. Tender documents may be downloaded from Government of Karnataka e-Procurement website **http://eproc.karnataka.gov.in** under login for Contractors. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in or contact e-Procurement Helpdesk at 080 – 22485867 / 22485927.
4. The contractors shall submit the digitally signed tenders electronically on or before the date and time of submission published in the e-procurement portal along with stipulated EMD notified in the tender document.
5. The contractor / supplier shall attach scanned DD or Bank Guarantee (for EMD) along with the bid on e-procurement portal and submit the original Bank Guarantee on before the last date and time notified in the Tender Document to the Tender Inviting authority.
6. The tenders will be evaluated only on confirmation of receipt of payment of EMD.
7. The Tender will remain valid for **180 Days** from the Date of Opening of Tender.
8. The Contractor is not eligible for submission of application for tender form if he has not put the tender after purchase of the tender document continuously for three times.
9. The Successful tenderer will have to execute an agreement with BBMP within **seven days** of receipt of intimation of Letter of Acceptance, failing which his tender will be summarily rejected without giving any further Notice.
10. The Contractor / Agency shall intimate the change, if any, in any of the addresses, in advance or maximum within one week of such change along with acknowledgement of noting down of such change in address from the bank, Income tax, GST authorities etc. Failure to do so liability lies on the Contractor / Agency what so ever.
11. The Work shall be commenced with all Men, Material Tools and Plants within 7 days from the Date of Work Order, failing to which it would be presumed that the Successful Tenderer

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is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tendered.

12. Defect Liability Period (DLP) and Maintenance Period will be as per Commissioner Order No: ಆ/ಬಿ.ಎಸ್.ಆರ್/G-5317/2012-13 ದಿನಾಂಕ: 28.09.2012
13. FSD will be refunded only after Defect Liability Period (DLP) as per Condition 12.
14. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **90 days** beyond the validity of the tender.
15. For Asphalting works, like Pothole filling, Chip Carpeting, B.M & B.C etc., those who own their hot mix plant & mechanical paver only need apply. Such of those tenderer will have to furnish the list of machinery equipment along with the copy of the Registration Certificate at the time of scanning of tender documents.
16. Frequency of the Quality tests of all the materials and other tests have to be conducted by contractor as per Specifications for Road and Bridge Works (5th Revision) and IRC:SP:11-1984 Handbook of Quality Control for Construction of Roads and Runways, IRC:SP:112-2017 Manual for Quality Control in Road and Bridge Works, IRC:SP:47-1998 Guidelines on Quality Systems for Road Bridges (Plain, Reinforced, Prestressed), RC:SP:57-2000 Guidelines for Quality Systems for Road Construction and Composite Concrete and SP:7-2005 National Building Code of India & other relevant Indian standards in his laboratory or any other Laboratory assigned by the BBMP on his own cost in presence of Engineer/ consultants appointed by BBMP.
17. As per Govt. Order No: LD 300/LET/2006, Dated: 18.07.2007, 1% of the bill amount will be deducted and remitted to Karnataka State Building & Other Construction Employees Welfare Board.
18. The Tenderers are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenderers to qualify for award of the contract **(Standard Tender Document KW 1 & 2** also Tenderers are advised to go through the Standard Bid Documents.
19. Any Corrigendum / Modification will be notified in the Notice Board of the Undersigned.
20. The BBMP reserves the right to accept/reject any or all tenders without assigning any reasons what so ever.
21. **Successful Tenderer should deliver to the employer a security deposit equivalent 3% of the Contract price in form of DD / Bank Guarantee in favour of Commissioner BBMP otherwise action will be initiated as per Standard Bid document clauses.**
22. **An additional security for unbalanced bids (difference amount 50%) in the form of DD/ Bank Guarantee to be submitted in favour of Commissioner BBMP to the undersigned before opening of the technical bid otherwise there bids will be rejected.**
23. The Tender Accepting Authority shall have the power to accept or to reject any tender without assigning any reason thereof.
24. GST will be paid to the tendered amount separately only for 2018-19 schedule of rates and for GST/VAT is included in other than 2018-19 schedule of Rates.
25. As per Government Circular No. CI 81 MMN 2014 Dt: 18.02.2014 & ಸರ್ಕಾರಿ ಪತ್ರ ಕರಗಸು/ಸಾ.ಪ.ಕೋ/2013-14 ದಿನಾಂಕ: 13.03.2014 the contractors are liable to pay royalty in terms of the contract if they are not able to produce the materials purchased document / MDP's from where they purchase.
26. Black Listed Contractors / in Govt. / Quasi Govt. / Boards / BBMP etc., are not eligible to quote, if found such Tenders will be rejected.
27. All the participants should produce all the original documents for verification whenever necessary.

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28. The work shall be carried out as per the directions of the BBMP and if necessary in coordination with BESCOM, BWSSB, Other Utility Agencies and Engineer in charge of Work.
29. No Joint Venture / Consortium is permissible.
30. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderers.
31. Conditional Tenders will not be entertained and they are summarily rejected.
32. Further particulars can be had from the office of the Executive Engineer, Yelahanka Division, and BBMP during the working days between 10.00 A.M. to 5.30 P.M.
33. The Construction Debris Generated from Work Shall be dumped in Designated Dumping Yards Only.
34. If the Contractor has any liability whatsoever to the BBMP / Govt the same will be deducted from the Contractors bills.
35. Bidder shall submit the bids electronically before the stipulated date and time for the submission published in e-procurement portal. No tenders can be submitted after the due date and time as the portal will not accept late tenders.
36. The contractor / supplier can modify and correct or upload any other relevant document in the portal before last date and time of submission on e-portal. No modifications or withdrawal of tender is possible the closing time of the submission of the tender.
37. In the event of the specified date of tender opening being declared a holiday for the tender inviting authority, the tenders will be opened the next immediate working day.
38. As per Commissioner inter Office Note No D/ಎಲಂ/1629/18-19 Dated:18-08-2018. The Contractors to Implement/Entrusted the works in 3 shifts round the clock.
39. Bidders Should Submit the **one set of Hard Copy with spiral Binding of all documents which are uploaded in the e-portal to this office before opening the technical bid.** Otherwise their bid will be rejected.
40. The Bidder /Contractors should shall not Quote below the minimum labour rates prevailing @ the time of Tender Notification. If so they shall be provide the Rate Analyses for the same. (To be uploaded in e-procurement plat form).

41. The Works reserved for SC/ST category relaxation of Tender clauses will be applicable as per Government order No: FD 876 Exp-12/2017, Dated: 10-10-2017.

Sd/-
Executive Engineer
Yelahanka Division

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Yelahanka, Division

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Where ; **Assessed available tender capacity = (A*N*2.5 - B)**

A = Maximum value of works executed in any one year during the last five years taking into account the completed as well as works in progress.
N = Number of years prescribed for completion of the works for which tenders are invited.
B = Value, at 2019-20 price level, of existing commitments and on-going works to be completed during the next 6 Months.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.2 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc ; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender documents

The Contractor should go through the Tender Document and submit the response Technical/commercial through e-procurement portal online after downloading the tender.

5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

5.2 Any addendum thus issued shall be part of the tender documents and shall be posted online in the e-procurement portal which Contractors should download

5.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders on line through e-procurement portal, in accordance with Sub-Clause 12.2 below.

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The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at any nationalized banks
EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:
a. EMD will be accepted only in the form of electronic cash will be maintained in the Govt.'s central pooling account any nationalized banks.
b. The entire EMD amount for a particular tender has to be paid in a single transaction
For details on e-Payment services refer to e-procurement portal for more details on the process.

Refund of EMD

Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank a/c's of the supplier/contractor registered in the e-Procurement system .

9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.

9.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.

9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.6 The earnest money deposit may be forfeited:
(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or
(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
(i) sign the Agreement; or
(ii) furnish the required Security deposit

10. Format and signing of Tender

Tenderer shall submit the Bid electronically before the submission date and time published in eprocurement portal.

D. Submission of Tenders

11. Tenderer shall submit the Bid electronically before the submission date and time published .

12. Deadline for submission of the Tenders

12.1 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

13. Late Tenders

13.1 In online eprocurement system ,you shall not be able to submit the bid after the bid submission time and date as the icon or the task in the eprocurement portal will not be available.

14. Modification and Withdrawal of Tenders

Tender has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time ,as published in the eprocurement portal .

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19.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has digitally signed; and; (b) is substantially responsive to the requirements of the Tender documents.

19.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; *(b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

19.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20 **Correction of errors**

The Tenderer can do Modifications before submitting their bids online only.

21. **Evaluation and comparison of Tenders**

21.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 19.

21.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

21.4 **If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract,.the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 25 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.**

F. Award of Contract

22. **Award criteria**

22.1 Subject to Clause 24, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

23. **Employer's right to accept any Tender and to reject any or all Tenders**

23.1 Notwithstanding Clause 22, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

24. **Notification of award and signing of Agreement**

24.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by, e-mail or facsimile or e-procurement portal or through letter . This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

24.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 25.

24.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

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SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____

Principal place of business: _____ (Attach Copy)

1.2 Total value of works executed and payments received in the last five years (in Rs. Lakhs) (Attach Certificate from Chartered Accountant)

2015-16 _____
2016-17 _____
2017-18 _____
2018-19 _____
2019-20 _____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above. (Attach the certificate from the Engineer in charge not below the rank of Executive Engineer)

Project Name	Name of Employer	Descrip-tion of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above: (Attach the certificate from the Engineer in charge not below the rank of Executive Engineer)

Year	Name of Work	Name of Employer	Quantity of work performed (As per Clause 3.2 (C)				Remarks (Indicate contract reference)
			Earth work Excavation	WBM with gade-II & Grade-III Metal	Cement Concrete	Asphalting	
2015-16							
2016-17							
2017-18							
2018-19							
2019-20							

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works: (Attach the certificate from the Engineer in charge not below the rank of Executive Engineer)

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Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work
		DELETED	

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

SECTION 4: FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works :

Construction of drains and providing grills at BB road in Kempegowda ward No.01

To:

The Executive Engineer
Yelahanka Division
B.B.M.P. Bangalore-64

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ..... (in fig)
.....(in letters)

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.
We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,
Authorized Signature:
Name & Title of Signatory: _____

Name of Tenderer _____
Address: .....
.....

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Issue of Notice to proceed with the work
(letterhead of the Employer)

To

_____ (date)

_____ (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 25.1 and signing of the contract agreement for the Construction of drains and providing grills at BB road in Kempegowda ward No.01 at Tender Price of Rs._____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature,name and title of Signatory
authorized to sign on behalf of Employer)

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Yeshwanthpur Division

SECTION 5: CONDITIONS OF CONTRACT

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(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 Deleted

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:
(a) In so for as rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or
(b) a cause due solely to the design of the Works, other than the Contractor's design; or
(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
(i) could not have reasonably foreseen, or

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21. Program

B. Time Control

21.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

22. Extension of the Intended Completion Date

22.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

23. Delays ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

24. Management meetings

24.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

25. Identifying defects

25.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

26. Tests

26.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

27. Correction of defects

27.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

27.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

28. Uncorrected defects

28.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

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32. Submission of bills for payment

32.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

32.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

32.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

33. Payments

33.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of bill. The contractor shall be liable to pay the liquidated damages for short fall in progress. For progress beyond the approved program, payment is subject to availability of grants.

33.2 Items of works for which no rates or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the contract.

34. Compensation events

34.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

35. Tax

35.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

36. Liquidated damages

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(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required,

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.

42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

42.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

43. Payment upon Termination

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

44. Property

44.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

45. Release from performance

45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

General Conditions :

(a) 1% of the Tendered amount will be deducted towards "Labour Welfare Fund ".

(b) The Tenderer has to produce all the relevant Documents as indicated in the Bid Document in originals during the opening of the Technical Bid " Mandatorily " . This is in addition to Uploading all the relevant Documents in the e-procurement portal. If the Originals are not submitted, the Tender will be rejected.

(c) All other documents which are required to be submitted are to be uploaded in the e-Procurement Portal in General Documents section, while electronically submitting the bid. If any of the Documents as desired are not submitted the Tender will be rejected.

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SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:	**Clause Reference**
The Employer is :	
	[1.1]
Address: The Executive Engineer, Yelahanka Division BBMP Bangalore	
Name of authorized Representative:	
The name and identification number of the Contract is	
Construction of drains and providing grills at BB road in Kempegowda ward No.01	
The start date shall be the date of issue of notice to proceed with the work.	Section 4
The Intended Completion Date for the whole of the Works is Four Months with the following milestones	
The Site Possession Date is: One week after the issue of work order.	[18]
The Site is located at in Yelahanka Bangalore-64. And is defined in drawings nos.	[1.1]
The Defects Liability Period is 1 Years	[27]
The liquidated damages for the whole of the works are Rs. 0.10 % of contract price per day	[36]
The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.	
The date by which "as-built" drawings (in scale 1:100) in 2 sets are required is within 30 days of issue of certificate of completion	[41]
The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is Rs. 25000.00	[41]
The following events shall also be fundamental breach of the contract :	[42.2]
1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.	
The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 percent.	[43.1]

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SECTION-9 BILL OF QUANTITIES

BRUHAT BANGALORE MAHANAGARA PALIKE

NAME OF WORK:- Construction of drains and providing grills at BB road in Kempegowda ward No.01

SCHEDULE B

Item No	Description of Work	Unit	Total Quantity as per Estimation	Rate as per estimate in Rs.	
				In Figures	In Words
1	Earth work excavation for foundation of building water sanitary lines and electrical conduits either in pits or in trenches 1.5m and above in width, in hard soil not exceeding 1.5m in depth including dressing the bottom and sides of pits and trenches, stacking the excavated soil clear from edges of excavation with lead upto 50m after breaking of colds complete as per specifications	Cum	38.93		
2	KSRB 4-1.2 : Providing and laying in position plain cement concrete of mix 1:3:6 with OPC cement @ 220kgs, with 40mm and down size graded granite metal coarse aggregates @0.892cum and fine aggregates @ 0.465cum machine mixed, machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation including cost of all materials, labour, HOM of machinery, curing complete as per specifications.	Cum	7.79		

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6	Fabricating, providing and erecting in position of MS Hot Dip Galvanised Sq. Hallow Poles of 132 X 132 Heavy gauge of length 3000mm with MS. Hot dip Galvanised grill work as per approved design and drawing of chief architect. Using 12 X 75mm galvanised flat for alround frame and 20 X 20mm galvanised forged design with square for vertical at 150mm c/c as shown in the drawing including providing forged ornamental arrow head at top and bottom. The work is inclusive of throughing flat, square rods, placing welding all the joints, including grinding, finishing 2 coats of anticorrosive paint over one coat of metal primer. The rate is inclusive of all materials like MS. Hollow galvanized pipe, flats, forged square rods, cost of labour for all items of work cost painting, welding, cutting, grinding with all lead and lift as per specification including loading and unloading with cost and conveyance of all materials, labour, machinery andincidental charges for the successful completion of the work as per the direction of the Engineer-in-charge of the work. (Data Rate)	Sqm	260.40		
7	Providing and fixing Stainless steel staircase raling as per Chief Architect Drawing No. 11520/ HRSC with hand rail 50mm dia 16 guage hollow pipe welded to vertical hollow 50mm dia pipe of 16 guage, stainless steel vertical pipe spaced at 1.20m regular intervals, and 5 Nos of 25mm dia. Stainless steel hollow horizontal pipe are welded to vertical 50mm dia hollow pipe. The entire assembly is fixed to staircase concrete by using expansion bolts by drilling concrete etc., complete including cost of materials, labour, HOM of machineries and electrical charges, etc., complete as per specifications.	Sqm	276.00		
8	KSRRB 300-3. Earthwork excavation by manual means for roads, drains & similar works in ordinary soil invoiving , excavated surface leveled & sides neatly dressed , the disposed earth to be levelled neatly after breaking of clods complete as per specification	Cum	101.40		
9	KSRRB 300-Compaction KSRRB 300-58. Compaction of original ground with maximum of 6 passes of 8 to 10 tonnes power roller including filling in depression occuring during rolling including cost of all labour, HOM of machinery complete as per specifications	Sqm	676.00		

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Kalahandi Division

13	Cement concrete pavement.Construction of un-reinforced plain cement concrete pavement, thickness as per design, over a prepared sub base with OPC cement or any other type as per clause 1051.2.2 design mix M20/M30 , with 25mm and down size graded granite metal coarse aggregates and fine aggregtes , with superplastisiser @3lts confirming to IS9103-1999 Reaffirmed-2008 , mixed in a concrete mixer of not less than 0.6 cum capacity and appropriate weigh batcher as per approved mix design, laid in approved fixed side form work (steel channel, laying and fixing of 125 micron thick polythene film, wedges, steel plates including levelling the form work as per drawing). Spreading the concrete with shovels, rackers compacted using needle, screed and plate vibrator and finished in a continuous operation including provision of contraction, expansion, construction and longitudinal joints including groove cutting charges, joint filler, separation membrane, selant primer, joint sealant, admixtures as approved, curing compound, finishing to lines and grades as per drawing complete as per specifications. - M30 (at 360Kg per cum coarse aggregate @ 0.69cum and fine aggregate @ 0.46cum.	Cum	101.40		
14	Providing and laying bituminous concrete 40mm thick with hot mix plant, using crushed aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site, laying with a paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction in all respects complete as per specifications. Clause 507 of MORTH V revision as per IRC SP-53-2015, using – do – using 40-60 TPH capacity HMP with mechanical paver grading II (30-45mm) with 5.4 % of modified bituminus binder consisting of 4.97% of VG-30 bitumen (60/70 grade) and 0.43% of plastomeric thermoplastics (waste plastic)	Cum	11.68		

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SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: Executive Engineer,
Yelahanka Division Bangalore-64

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ____ dated _____ to execute Construction of drains and providing grills at BB road in Kempegowda ward No.01

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____Rupees_____ _____, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

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